

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 22	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. W52H09-04-D-0029		3. Award/Effective Date 2004MAR22		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name KATRIENA VERSTRAETE		B. Telephone Number (No Collect Calls) (309)782-6618		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630 e-mail: VERSTRAETEK@RIA.ARMY.MIL				Code W52H09		10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 333923 Size Standard:	
				11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms 1/2% 10, NET 30	
				13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				13b. Rating DOA5			
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMA TWIN CITIES BISHOP HENRY WHIPPLE FEDERAL BLDG 1 FEDERAL DRIVE, ROOM 1150 FORT SNELLING MN 55111-4007	
Telephone No.						Code S2401A	
17. Contractor/Offeror CENTRAL CITY MFG., INC. OLD HIGHWAY 13 SOUTH CENTRAL CITY, IA. 52214-0616				Code 92398		Facility	
Telephone No.						18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer						18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum	
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE Contract Expiration Date: 2008DEC31					
		(Use Reverse and/or Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W52H0904T0072 Offer Dated . Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) DEBRA JUHL /SIGNED/ JUHLDR@RIA.ARMY.MIL (309)782-3370		31c. Date Signed	

Authorized For Local Reproduction
Previous Edition Is Not Usable

Standard Form 1449 (Rev. 4/2002)
Prescribed By GSA-FAR (48 CFR) 53.212

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 2 of 22
---------------------------	--	----------------------------

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

SUPPLEMENTAL INFORMATION

1. THE PERFORMANCE VERIFICATION TEST IS HEREBY WAIVED.

2. THE CONTRACTOR OFFERS A LIMITED WARRANTY WHICH COVERS ONE YEAR FROM DATE OF MANUFACTURE. THEY WARRANT THIS PRODUCT IS FREE, UNDER NORMAL USE AND MAINTENANCE, FROM ANY DEFECTS OF MATERIAL OR WORKMANSHIP. IF ANY SUCH DEFECTS SHOULD BE FOUND IN THIS PRODUCT WITHIN THE APPLICABLE WARRANTY PERIOD, THEY WILL REPAIR OR REPLACE THE SOLICITED PRODUCT.

3. THE FAR CLAUSE 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS HAS BEEN AMENDED BY CHANGING THE DATE TO JAN 2004.

4. THE DFAR CLAUSE 252.212-7001, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS, HAS BEEN AMENDED BY CHANGING THE FOLLOWING:
 - a. The date of the clause has been changed to Jan 2004.

 - b. Under paragraph (b) the DFAR Clause 252.225-7001 title has been changed to read, Buy American Act-Free Trade Agreements--Balance of Payment Program. The date of this clause has also been changed to Jan 2004.

5. ECONOMIC PRICE ADJUSTMENT - STEEL

DUE TO THE CURRENT PRICE FLUCTUATIONS IN THE STEEL MARKET, UNIT PRICES WILL BE NEGOTIATED PRIOR TO THE ISSUANCE OF EACH DELIVERY ORDER IN ACCORDANCE WITH THE SECTION I CLAUSE, ECONOMIC PRICE ADJUSTMENT - MATERIAL. THE CLAUSE APPLIES TO THE STEEL PRICES FOR THE RAW MATERIAL PURCHASED FOR THE TRESTLE HOIST BASES (30 POUNDS PER PAIR OF 7-TON TRESTLE HOISTS AND 19 POUNDS PER PAIR OF 5-TON TRESTLE HOISTS) AND THE CASTINGS (37 POUNDS PER PAIR OF 7-TON TRESTLE HOISTS AND 21 POUNDS PER PAIR OF 5-TON TRESTLE HOISTS). THE ADJUSTMENT WILL BE CALCULATED BASED ON THE ACTUAL DIFFERENCE IN THE STEEL PURCHASE PRICE FOR A TOTAL OF 67 POUNDS OF STEEL FOR THE 7-TON TRESTLE HOIST AND 40 POUNDS OF STEEL FOR THE 5-TON TRESTLE HOIST, PLUS A SCRAP FACTOR OF 4 PERCENT. THE BASE PRICE FOR STEEL FOR COMPARISON IS \$20.50 CW. IF AND WHEN STEEL PRICES STABILIZE AND RETURN BACK TO NORMAL, WE WILL REVERT TO THE PROPOSED PRICES AS SHOWN IN EXHIBIT A.

*** END OF NARRATIVE A 003 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

- b. If you think that this solicitation:
 1. has inappropriate requirements; or
 2. needs streamlining; or
 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.

- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 3 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

(2) Name of PCO;

(3) Problem description;

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 4 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

- (End of Clause)
- (AS7010)
1. THIS SOLICITATION IS ISSUED UNDER THE TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS (FAR 13.5) WHICH AUTHORIZES THE USE OF SIMPLIFIED ACQUISITION PROCEDURES FOR COMMERCIAL SUPPLIES UP TO \$5 MILLION.

 2. THIS SOLICITATION, W52H09-04-T-0072, WILL RESULT IN THE COMPETITIVE AWARD OF A LONG TERM, FIRM-FIXED PRICE, 5 YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT FOR THE TRESTLE HOISTS LISTED BELOW. SEE FAR 16.504 AS WELL AS FAR CLAUSES 52.216-18, 52.216-19, AND 52.216-22 FOR ADDITIONAL INFORMATION ON IDIQ TYPE CONTRACTS.

7 TON TRESTLE, HOIST, PORTABLE NSN: 3950-00-251-8013

5 TON TRESTLE, HOIST, PORTABLE NSN: 3950-00-262-0392

 3. THE FOLLOWING ARE THE DATES OF THE PRICING PERIODS (PP) COVERED BY THIS SOLICITATION:

ORDERING PERIOD (OP) 1: AWARD DATE - 31 DECEMBER 2004

ORDERING PERIOD (OP) 2: 01 JANUARY 2005 - 31 DECEMBER 2005

ORDERING PERIOD (OP) 3: 01 JANUARY 2006 - 31 DECEMBER 2006

ORDERING PERIOD (OP) 4: 01 JANUARY 2007 - 31 DECEMBER 2007

ORDERING PERIOD (OP) 5: 01 JANUARY 2008 - 31 DECEMBER 2008

 4. IMPORTANT -- REQUIREMENT FOR TECHNICAL DESCRIPTION

YOUR ATTENTION IS DIRECTED TO THE CLAUSE AT FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2003). PARAGRAPH (b)(4) STATES THAT YOUR OFFER MUST INCLUDE: "A TECHNICAL DESCRIPTION OF THE ITEMS BEING OFFERED IN SUFFICIENT DETAIL TO EVALUATE COMPLIANCE WITH THE REQUIREMENTS IN THE SOLICITATION." SPECIFICALLY, THE TECHNICAL DESCRIPTION MUST CLEARLY DEMONSTRATE COMPLIANCE WITH THE FOLLOWING CRITICAL CHARACTERISTICS:

- a. NUMBER OF LEGS
 - b. EXISTENCE OF A RACK AND PAWL SYSTEM MEETING THE REQUIREMENTS OF PARAGRAPH 3.4.3 OF THE ATTACHMENT 001 DFP
 - c. MAXIMUM EXTENDED HEIGHT
 - d. MINIMUM RETRACTED HEIGHT
 - e. EXISTENCE OF A RELEASE MECHANISM MEETING THE REQUIREMENTS OF PARAGRAPH 3.4.3 OF THE ATTACHMENT 001 DFP

THE TECHNICAL DESCRIPTION MAY BE IN THE FORM OF COMMERCIAL LITERATURE, ENGINEERING DRAWINGS, A PRODUCT SAMPLE, OR ANY COMBINATION OF THESE ITEMS. IF YOUR COMMERCIAL PRODUCT REQUIRES MODIFICATION TO MEET THE REQUIREMENTS OF THE DFP, YOU MUST ALSO SUBMIT A DETAILED DESCRIPTION OF THOSE MODIFICATIONS. FAILURE TO PROVIDE SUFFICIENT DETAIL TO EVALUATE COMPLIANCE WITH THESE CRITICAL CHARACTERISTICS MAY RESULT IN REJECTION OF YOUR OFFER.

 5. THE MINIMUM AND MAXIMUM QUANTITIES, ON THE PRICE EVALUATION SPREADSHEET AT EXHIBIT A, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICE, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. NOTE: OFFERORS MUST COMPLETE THE PRICE EVALUATION SPREADSHEET AT EXHIBIT A IN ORDER TO BE CONSIDERED FOR AWARD. THE UNIT OF ISSUE FOR THE TRESTLE HOISTS IS A PAIR. THEREFORE, THE UNIT PRICE SHOULD REPRESENT A PAIR OF TRESTLE HOIST, PORTABLE.

 6. THE QUANTITY OF 1,000 EACH 7 TON TRESTLE, HOIST, PORTABLE (NSN: 3950-00-251-8013) IS THE ONLY MINIMUM GUARANTEED QUANTITIES TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM GUARANTEED QUANTITY" AS DEFINED BY REFERENCED FAR AND DFAR CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEST OR BY REFERENCE. ALL OTHER ESTIMATED QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

 7. THE GOVERNMENT HAS WEIGHTED THE RANGES BASED ON THE LIKELIHOOD THAT IF AN ORDER IS PLACED, IT WILL BE PLACED IN THAT PARTICULAR RANGE (EXHIBIT A). AN EVALUATION PRICE WILL BE CALCULATED BY MULTIPLYING THE OFFERED PRICES BY THEIR RESPECTIVE WEIGHTS AND MAXIMUM QUANTITIES FOR EACH RANGE AND ADDING THE TOTALS FOR ALL YEARS. THE TOTAL EVALUATED PRICE IS THE SUM OF THE EVALUATED PRICES FOR ALL PRICING PERIODS. THIS TOTAL EVALUATED PRICE IS FOR EVALUATION PURPOSES ONLY AND IN NO WAY OBLIGATES THE GOVERNMENT.

 8. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES WILL BE DUE AS OUTLINED IN THE SECTION B SCHEDULE. EARLY DELIVERIES ARE AUTHORIZED, IF MADE AT NO ADDITIONAL COST TO THE GOVERNMENT. ANY RESULTING DELIVERY ORDER

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE PRICING PERIOD.

9. PRICES SHALL BE SUBMITTED ON F.O.B. DESTINATION BASIS. ALL SHIPMENTS WILL BE SENT TO THE FOLLOWING LOCATIONS WITH QUANTITY PERCENTAGES FOR EACH TRESTLE HOIST AS OUTLINED BELOW:

	<u>7 TON TRESTLE HOIST</u>	<u>5 TON TRESTLE HOIST</u>
SAN JOAQUIN DEPOT, TRACY, CA	35%	15%
NEW CUMBERLAND ARMY DEPOT, NEW CUMBERLAND, PA	65%	85%

10. THIS SOLICITATION IS ISSUED UNDER COMPETITIVE PROCEDURES, AS A 100 PERCENT SMALL BUSINESS SET-ASIDE.

*** END OF NARRATIVE A 001 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO REMOVE ANY REFERENCE MADE TO THE "GUARANTEED MINIMUM QUANTITY" FOR THE 5 TON TRESTLE, HOIST PORTABLE (NSN: 3950-00-262-0392).
2. IN SECTION A, PARAGRAPH 6, THE GUARANTEED MINIMUM QUANTITY OF 200 FOR THE 5 TON TRESTLE, HOIST PORTABLE HAS BEEN REMOVED.
3. IN SECTION B, CLIN 0002, ONLY THE MINIMUM TOTAL CONTRACT QUANTITY HAS BEEN REMOVED.

ALL OTHER TERMS AND CONDITIONS OF THIS SOLICITATION REMAIN UNCHANGED AS A RESULT OF THIS AMENDMENT.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 6 of 22
--------------------	---	--------------

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>TRESTLE HOIST, PORTABLE - 7 TON</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 3950-00-251-8013 NOUN: 7 TON TRESTLE, HOIST, PORTABLE</p> <p>MINIMUM TOTAL CONTRACT QUANTITY: 1,000 MAXIMUM TOTAL CONTRACT QUANTITY: 30,000</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: DESTINATION ACCEPTANCE: DESTINATION</p> <p>FOB POINT: DESTINATION</p> <p>PRODUCT VERIFICATION TEST DUE 93 DAYS AFTER RECEIPT OF ORDER</p> <p>DELIVERY WITH PRODUCT VERIFICATION TEST DUE 159 DAYS AFTER RECEIPT OF ORDER</p> <p>DELIVERY WITHOUT PRODUCT VERIFICATION TEST DUE 99 DAYS AFTER RECEIPT OF ORDER</p> <p>DELIVERY WILL BE AT A RATE OF 500 PER MONTH UNTIL THE ORDERED QUANTITY HAS BEEN FULFILLED</p> <p>ORDER PERIOD 1: AWARD DATE - 31 DEC 2004 ORDER PERIOD 2: 01 JAN 2005 - 31 DEC 2005 ORDER PERIOD 3: 01 JAN 2006 - 31 DEC 2006 ORDER PERIOD 4: 01 JAN 2007 - 31 DEC 2007 ORDER PERIOD 5: 01 JAN 2008 - 31 DEC 2008</p> <p>SHIP TO: <u>FREIGHT ADDRESSES</u></p> <p>(W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY, CA 95376-5000</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT</p> <p>(End of narrative B001)</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 7 of 22
--------------------	---	--------------

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Packaging and Marking</p> <p>TRESTLE HOIST, PORTABLE - 5 TON</p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 3950-00-262-0392 NOUN: 5 TON TRESTLE, HOIST, PORTABLE</p> <p>MAXIMUM TOTAL CONTRACT QUANTITY: 4,000</p> <p>INSPECTION AND ACCEPTANCE INSEPCITION: DESTINATION ACCEPTANCE: DESTINATION</p> <p>FOB POINT: DESTINATION</p> <p>PRODUCT VERIFICATION TEST DUE 93 DAYS AFTER RECEIPT OF ORDER</p> <p>DELIVERY WITH PRODUCT VERIFICATION TEST DUE 159 DAYS AFTER RECEIPT OF ORDER</p> <p>DELIVERY WITHOUT PRODUCT VERIFICATION TEST DUE 99 DAYS AFTER RECEIPT OF ORDER</p> <p>DELIVERY RATE WILL BE AT 400 PER MONTH UNTIL THE ORDERED QUANTITY HAS BEEN FULFILLED</p> <p>ORDER PERIOD 1: AWARD DATE - 31 DEC 2004 ORDER PERIOD 2: 01 JAN 2005 - 31 DEC 2005 ORDER PERIOD 3: 01 JAN 2006 - 31 DEC 2006 ORDER PERIOD 4: 01 JAN 2007 - 31 DEC 2007 ORDER PERIOD 5: 01 JAN 2008 - 31 DEC 2008</p> <p>SHIP TO: FREIGHT ADDRESSES</p> <p>(W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209-839-4307 TRACY, CA 95376-5000</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>Packaging and Marking</u>				
	<u>COMMERCIAL OFF THE SHELF MANUAL</u>		EA	\$ ** NSP **	\$ ** NSP **
	NOUN: 5 AND 7 TON TRESTLE HOISTS SECURITY CLASS: Unclassified				
	COMMERCIAL MANUALS SHALL BE PROVIDED FOR EACH OF THE 5 AND 7 TON TRESTLE HOISTS, PORTABLE (End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 10 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4534 TACOM-RI	PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)	DEC/1997

- (a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of four (4) each of the 5 ton trestle hoists and four (4) each of the 7 ton trestle hoists, shall be randomly selected from each items production lot by the Government Quality Assurance Representative (QAR) for performance of the Product Verification Testing (PVT).
- (b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to TACOM-RI, AMSTA-LC-CTRE, ATTN: Howard Lewis, Bldg. 104, Rock Island, IL 61299-7630 and to the QAR.
- (c) The test sample shall be examined and/or tested in accordance with paragraph 4.4, Performance Verification, of the Attachment 001 DFP-375, REV J, dated November 5, 2003.
- (d) Within 30 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.
- (e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.
- (f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.
- (g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(End of clause)

(ES6041)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 11 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 22
	PIIN/SIIN	W52H09-04-D-0029 MOD/AMD	

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 22
	PIIN/SIIN	W52H09-04-D-0029	
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.			

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is lewish@ria.army.mil. The data fax number for submission is 309-782-6992, ATTN: Howard Lewis.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(End of Clause)

(HS6510)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 14 of 22
---------------------------	--	----------------------

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

CONTRACT CLAUSES

ECONOMIC PRICE ADJUSTMENT - MATERIAL

(a) Prior to issuing a delivery order the Contracting Officer will contact the Contractor to obtain steel pricing information. The adjustment will be calculated based on the actual difference in the steel purchase price for a total of 67 pounds of steel for the 7-ton trestle hoist and 40 pounds of steel for the 5-ton trestle hoist, plus a scrap factor of 4 percent. The base price for steel for comparison is \$20.50 CW.

(b) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the unit prices for steel. There shall be no adjustment for --

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than steel;

(iii) Changes in the quantities of material used.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) The aggregate of the increases in any contract unit price made under this clause shall not exceed 25 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(c) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material during all reasonable times until the end of 3 years after the date of final payment under the contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

*** END OF NARRATIVE I 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
2	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	JAN/2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii) Alternate I (MAR 1999) of 52.219-5.

____(iii) Alternate II (JUNE 2003) of 52.219-5.

_ X_(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52H09-04-D-0029 MOD/AMD</p>	<p style="text-align: center;">Page 15 of 22</p>
--	--	---

Name of Offeror or Contractor: CENTRAL CITY MFG., INC.

- ____(ii) Alternate I (OCT 1995) of 52.219-6.
- ____(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ____(ii) Alternate I (OCT 1995) of 52.219-7.
- ____(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ____(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ____(ii) Alternate I (OCT 2001) of 52.219-9.
- ____(iii) Alternate II (OCT 2001) of 52.219-9.
- ____X_(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii) Alternate I (JUNE 2003) of 52.219-23.
- ____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ____X_(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ____X_(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ____X_(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ____X_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ____X_(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ____X_(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ____(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ____(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ____(ii) Alternate I (MAY 2002) of 52.225-3.
- ____(iii) Alternate II (MAY 2002) of 52.225-3.
- ____(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____X_(24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ____(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 16 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

____(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___X_(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___X_(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ _ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 17 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(IF6278) (End of clause)

- | | | | |
|---|-----------|----------|----------|
| 4 | 52.216-18 | ORDERING | OCT/1995 |
|---|-----------|----------|----------|
- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from AWARD DATE through 31 DECEMBER 2008 .
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
 - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(IF6155) (End of Clause)

- | | | | |
|---|-----------|-------------------|----------|
| 5 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|---|-----------|-------------------|----------|
- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 200 for the 7 ton Trestle Hoist, Porta and 200 for the 5 ton Trestle Hoist, Prota; the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of 3,000 for the 7 ton Trestle Hoist, Portable and 1,200 for the 5 ton Trestle Hoist Portable;
 - (2) Any order for a combination of items in excess of same as (1) above; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
 - (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
 - (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 18 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

(IF6029)

6 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 JUNE 2009 .

(End of clause)

(IF6036)

7 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JAN/2004
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 X 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

 X 252.225-7001 Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2004)(41 U.S.C. 10a-10d, E.O. 10582).

 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

 252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

 252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

(Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

 252.225-7021 Trade Agreements (Aug 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 19 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (____Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003)(10 U.S.C. 2534(a)(3)).

 X 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

_____ 252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

 X 252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)

_____ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

 X 252.247-7023 Transportation of Supplies by Sea (May 2002) (____Alternate I)(Mar 2000) (____Alternate II) (Mar 2000)(____Alternate III) (May 2002) (10 U.S.C. 2631).

 X 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

8 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-513). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 20 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0029 MOD/AMD	Page 21 of 22
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.		

principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the GOvernment for consequential damages resulting from any defect or deficiencies in the accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at FAR 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 22 of 22
	PIIN/SIIN W52H09-04-D-0029	MOD/AMD	
Name of Offeror or Contractor: CENTRAL CITY MFG., INC.			

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	PRICE EVALUATION SHEET		001	
Attachment 001	DESCRIPTION FOR PURCHASE (DFP) 375, REV J	05-NOV-2003	011	